

BY:

(CONTRACTOR)

BY:

(CONTRACTOR)

EMMANUEL A. UMALI
Manager, Watershed Management Department

FERNANDO MARTIN Y. ROXAS
President and CEO

BAUDILLO Z. AMARANTO, JR.
President

CONTRACT NO. LOG MSSP 2024-07-093-MGF

SUPPLY OF LABOR AND MATERIALS FOR THE CAPABILITY BUILDING LIVELIHOOD ON IMPROVE NATIVE CHICKEN LIVELIHOOD OF THE BUHI BARIT WATERSHED AREA TEAM
HO-BBW24-012 / SVP240507-JD00253 (SVP2)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **MR. FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

ASSOCIATION OF BICOLANOS FOR ENVIRONMENTAL PROTECTION (ABEP), INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 50 Dimasalang St., Sta. Cruz, Naga City, Camarines Sur, Philippines, herein represented by its President, **MR. BAUDILLO Z. AMARANTO, JR.** who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 14 May 2024, NPC posted the Request for Quotation for the Negotiated Procurement (Small Value Procurement) for the Supply of Labor and Materials for the Capability Building Livelihood on Improve Native Chicken Livelihood of the Buhi Barit Watershed Area Team;

WHEREAS, only one (1) prospective bidder secured the the terms of reference and participated in the bid opening conducted on 17 May 2024 on the aforesaid undertaking;

WHEREAS, CONTRACTOR's bid offer was considered as the single calculated and responsive quotation;

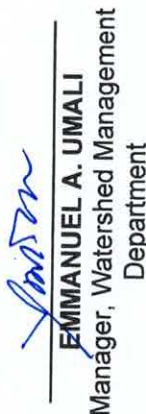
WHEREAS, NPC accepted the said bid of the CONTRACTOR;

Contract between NPC and Association of Bicolanos for Environmental Protection (ABEP), Inc. Supply of Labor and Materials for the Capability Building Livelihood on Improve Native Chicken Livelihood of the Buhi Barit Watershed Area Team
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BY:

BY:  (CONTRACTOR)
BAUDILLO Z. AMARANTO, JR.
President

 (CONTRACTOR)
EUSEBIO A. UMALI
Manager, Watershed Management Department

 EMMANUEL A. UMALI
Manager, Watershed Management Department

 FERNANDO MARTIN Y. ROXAS
President and CEO

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Terms of Reference for the Supply of Labor and Materials for the Capability Building Livelihood on Improve Native Chicken Livelihood of the Buhi Barit Watershed Area Team under PR No. HO-BBW24-012 / SVP240507-JD00253 (SVP2);
2. Notice of Award dated 22 July 2024;
3. Result of Bid Opening and Post Qualification dated 10 June 2024;
4. CONTRACTOR's bid proposal dated 15 May 2024;
5. Notice to Proceed; and
6. The Performance Security to be filed by CONTRACTOR in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II COVERAGE AND SCOPE OF WORK

This contract covers the management activities on the Capability Building/Improve Native Chicken Livelihood Project on the labor and supply of materials to the Indigenous People's Beneficiaries, but not be limited to the following:

COVERAGE

1. Labor
 - a. Preparation of training Materials
 - b. Scheduling of training sessions and distribution of invitation to prospective participants
 - c. Conduct and management of training and
 - d. Preparation and submission of reports
2. Materials
 - a. 50 pairs (hen and roaster) of Native Improve Chicken

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EMMANUEL A. UMALI
Manager, Watershed Management
Department

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BAUDILLO Z. AMARANTO, JR.
President

b. 50 sacks per 50/cls of chicken feeds

SCOPE OF WORKS

For the Supply of Labor and Materials for the Capability Building Livelihood on Improve Native Chicken Livelihood Project of the Buhi Barit Watershed Area Team.

- Provides Labor and Materials for the Capability Building Livelihood on Improve Native Chicken Livelihood Project of the Buhi Barit Watershed Area Team (BBWAT) for the stakeholder's Livelihood project so that their attitude will be deviated from extraction of forest products and resources and prevent involvement in the watershed degradation.

Labor and Materials to be Supplied

NO.	PARTICULAR/DESCRIPTION	UNIT OF MEASURE	No./Pcs.
	2 Days Training on improved Native Chicken Livelihood Project	Training Module	1
1	Indigenous Peoples, the target beneficiaries at the hotspot barangays of the Watershed Reservation	Participants	50
2	Training Materials including brochure for the cultural management of improve chicken	Training Materials & Brochure	50
3	Number of Facilitators and Guests	Facilitators and guests	10
4	Meals and Snacks	Meals and Snacks	2 meals 4 snacks
5	Resource Speaker	Resource Speaker	2 speakers
6	Venue and Sounds	Venue	1

NO.	PARTICULAR/DESCRIPTION	UNIT OF MEASURE	No./Pcs.
Materials Capital Outlay			
1	Target Individual	Beneficiaries	50
2	Target Individual: 1 pair of chicken (hen and roaster per individual) and 1 sack of feeds	Beneficiaries	50
3	Unit cost of pair of Chicken 700.00	Pairs	50
4	Unit cost of a sacks of feeds per 50 kls/sacks	Sacks	50

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BY:

FERNANDO MARTIN Y. BOXAS
President and CEO**ARTICLE III**
PROJECT DURATION AND LOCATION

The project shall commence immediately upon issuance of the Notice to Proceed and the completion period shall be within **NINETY (90) CALENDAR DAYS** reckoned from receipt of Notice to Proceed.

The project location is at **Buhi-Barit Watershed Area Team Office, Brgy. Sta. Justina, Camarines Sur.**

ARTICLE IV
TOTAL CONTRACT PRICE AND MODE OF PAYMENT

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: ONE HUNDRED SEVENTY TWO THOUSAND PESOS (PHP 172,000.00).**

All taxes, custom duties, tariffs, exports, excise and all other taxes assessed and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials, equipment and supplies to be furnished under the Contract shall be borne by the CONTRACTOR.

In addition, all taxes, fees, insurance and cost of delivery to site shall be borne by the CONTRACTOR.

MODE OF PAYMENT

Nature of Payment	Basis/Indicator of Payment	Duration / Expected Output	Total Cost Percentage	Equivalent Amount Billing Statement (Php)
1 st Progress Billing	<ul style="list-style-type: none">• Upon Receipt of Notice to Proceed• Develop training module program and design• Training need assessment• Notice of Billing received by NPC• After the conduct of training with proof of completion• Supplies of 50 pairs of improve Native Chicken (hen and roaster)	72 days <ul style="list-style-type: none">• Progress report• TNA Report• Training report of completion	80%	137,600.00

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(CONTRACTOR)

ALLAN AMANTIO
(CONTRACTOR)

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FERNANDO MARTIN Y. ROXAS
President and CEO

	<ul style="list-style-type: none">• Provide formulation of feeds for chicken/feeds from agricultural supply			
2 nd & Final Billing	<ul style="list-style-type: none">• Certificate of acceptance of work completion• Final report supported with photo documentation and other pertinent documents• Clearance• Actual training• Notice of Billing received by NPC	18 days	20%	34,400.00
Total		90 days	100%	172,000.00

ARTICLE V PERFORMANCE SECURITY

To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR shall post a performance security which shall remain valid and effective during the contract duration.

- Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.
- Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the NPC.

The performance security shall be valid for the duration of the contract

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(NPC)
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ASSOCIATION OF BICOLANOS FOR
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INC.
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(CONTRACTOR)

BAUDILLO Z. AMARANTO, JR.
President


ARIANNE MAE ANADOR
(CONTRACTOR)

and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item. The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

ARTICLE VI LIQUIDATED DAMAGES

Should CONTRACTOR fails to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

ARTICLE VII NON-ASSIGNMENT AND NO SUB-CONTRACTING


The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC gives its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.


If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-CONTRACTOR shall be removed or replaced immediately upon the written request of NPC, provided, however,

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Manager, Watershed Management Department


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BAUDILLO Z. AMARANTO, JR.
President

that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

ARTICLE VIII **AGREEMENT MODIFICATION**

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

ARTICLE IX **SUSPENSION OF WORK**

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The CONTRACTOR shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the CONTRACTOR shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

ARTICLE X **PRE-TERMINATION**

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CONTRACTOR, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the CONTRACTOR cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the CONTRACTOR gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the

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NATIONAL POWER CORPORATION
(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE

PRESENCE OF:


EMMANUEL A. UMALI
Manager, Watershed Management
Department


(CONTRACTOR)

ASSOCIATION OF BICOLANOS FOR
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(CONTRACTOR)
BAUDILLO Z. AMARANTO, JR.
President

date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

ARTICLE XI **WARRANTY CLAUSE**

CONTRACTOR hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; it shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or its representative and/or the erring NPC official(s) and employee(s).

ARTICLE XII **JOINT AND SEVERAL LIABILITY**

The liability of the CONTRACTOR and/or any and all of the entities representing it in any manner under this Contract or relating to thereto is joint and several and for this reason NPC may proceed against any or all of them.

ARTICLE XIII **VALIDITY CLAUSE**

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE XIV **GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

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ARTICLE XV
VENUE OF ACTION


The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 4th day of OCTOBER, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

ASSOCIATION OF BICOLANOS FOR ENVIRONMENTAL PROTECTION (ABEP), INC.
(CONTRACTOR)


BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

BY:


BAUDILLO Z. AMARANTO, JR.
President

SIGNED IN THE PRESENCE OF:


EMMANUEL A. UMALI
Manager, Watershed Management Dept.
(NPC)


ALYSSA MAE AWARADO
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

(E)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	JU 0004383
COST CENTER	4906030
AMOUNT	₱ 122,000.00

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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

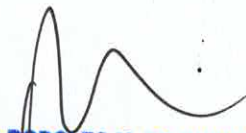
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of OCT 04 2024 2024, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of eleven (11) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until December 31, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 43 ;
Page No. 10 ;
Book No. 6 ;
Series of 2024.


ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307797; 01/31/2023; Tarlac
PTR No. 5661363; 01/12/2024; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor Gabriel Y. Itchon Building
Senator Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City


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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S
NAGA CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 24TH day of SEPT., 2024, personally appeared, **MR BAUDILLO Z. AMARANTO, JR.**, President, **ASSOCIATION OF BICOLANOS FOR ENVIRONMENTAL PROTECTION (ABEP), INC.** with Identification Document in the form of CTC # 11008719, issued by _____ at Sta. Cruz, Naga City, on 01/02/2024, known to me and to me known to be the same person who executed the foregoing instrument consisting of eleven (11) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.


Notary Public
Until December 31, 2024
IBP Lifetime No.:
PTR No.:
MCLE No. VI-000346510/12-17-TM No. 124-381-434
COMM. SERIAL No. 23-19, UNTIL DEC. 31/2024

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